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- 1. Pursuant to FAR 52.243-3 "Changes-Time and Materials or Labor Hours" of the basic contract F33657-95-D-2966, said contract is hereby modified to update the the actions of the contractor during periods when government facilities are closed due to unforeseen emergency or similar occurance.
 - a. SECTION H Special Contract Requirements

H-018 "Government Down Time for ASC/CDS T&M Contracts Clause" dated July 1997 (See Attachment)

2. All other terms and conditons of said contract remain the same.

H-018 GOVERNMENT DOWN TIME FOR ASC/CDS T&M CONTRACTS CLAUSE (JUL 1997)

- a. Base Closures Due to Emergencies. From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, or a base disaster such as a natural gas leak or fire. Contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency.
- (1) Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner.
 - (2) With regard to work under the contract, the government shall retain the following options:
- (i) Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
 - (ii) Government may forego the work. The contractor will not be paid for work not performed.
 - (iii) Government may reschedule the work on any day satisfactory to both parties.
- (iv) The government may, in its discretion, permit the contractor to perform at an off-site location during the period of base closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5 business days of returning to work the nature and scope of the work completed offsite. Contractor shall be permitted to bill the government at the labor rates identified in the contract.
- (v). In rare instances, Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by Contractor.
- (b). Base Closure Notification Procedures.
- (1) After an official decision to close Wright-Patterson AFB has been made by the Base Commander, the following radio and television stations shall be notified of the closure:

Television	WHIO 7 WDTN 2 WTJC 26 WKEF 22	
Radio	WHIO AM 1290 WONE AM 980 WHKO FM 99.1 WBLY AM 1600 WAZU FM 102.9 WIZE AM 1340 WVUD FM 99.9 WLW AM 700	WBVE FM 96.5 WDAO AM 1210 WING AM 1410 WTUE FM 104.7 WBZI FM 95.3 WYSO FM 91.3 WYMJ FM 103.9 WFCJ FM 93.7

- (2) The Contractor is directed to listen or watch one of the radio or television stations listed in paragraph b.1 for notification of a base closure. Contractor should follow instructions intended for non-essential personal.
- (3) The contractor will not receive any other form of notification of a base closure from the government. The Contractor is responsible for notification of his or her employees.
- (4) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the

F33657-95-D-2966/P00003 Sec H-018

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instructions as given.. Contractor personnel shall notify their task monitor and act in accordance with the task monitor's instruction.

- (c). Base Closure Due to Non-Emergencies. The Center or Base Commander may elect to close all or part of the base for non-emergency reasons such as a time-off award, base open house, etc. In the event of a non-emergency base closure, the Contract Task Monitor and the Contractor shall jointly choose a course of action within the following options:
- (1) If there is a need for the service during the base closure and a government employee will be present, Contractor may continue on-site work. Contractor shall bill the Government at the labor rates identified in the contract.
- (2) If there is a need for work during the base closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the government by letter within 5 business days of returning on-site the nature and scope of the work completed off-site. Contractor shall bill the Government at the labor rates specified in the contract.
- (3) If there is no need for the service during the scheduled base closure, contractor shall not work on or off-site. Government may grant a time extension in each task order delayed by the closure equal to the amount of time of the closure, subject to the availability of funds.